

Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 12/3/2007	Department ID Number: HR 07-19

## CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *Penelope Culbreth Graft*  
PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

**PREPARED BY:** PAUL EMERY, DEPUTY CITY ADMINISTRATOR *Paul Emery*

**SUBJECT:** APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND TRAVIS K. HOPKINS AS THE DIRECTOR OF PUBLIC WORKS

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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**Statement of Issue:**

A national recruitment has been completed for the position of Director of Public Works. The City Administrator is recommending the appointment of Travis K. Hopkins to the position.

**Funding Source:**

The position of Director of Public Works is a budgeted position in the Fiscal Year 2007/2008. No additional funding is required.

**Recommended Action: Motion to:**

1. Approve the appointment of Travis K. Hopkins to the position of Director of Public Works, and
2. Approve and authorize the City Administrator to execute the Employment Agreement between the City of Huntington Beach and Travis K. Hopkins for the position of Director of Public Works.

**Alternative Action(s):**

Do not approve the appointment of Travis K. Hopkins for the position of Director of Public Works.

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## REQUEST FOR CITY COUNCIL ACTION

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### **Analysis:**

On June 29, 2007, the position of Director of Public Works for the City of Huntington Beach became vacant with the retirement of the Director. Since that time, the position has been filled by Travis K. Hopkins as acting director of Engineering and David Webb as acting director of Operations while recruitment for the position could be completed.

The City retained Bob Murray and Associates to conduct the recruitment for Director of Public Works. The recruitment resulted in 47 applicants for the position. The applications were screened and six of those candidates were invited to an interview panel.

The City Administrator and Deputy City Administrator Emery conducted follow-up interviews. As a result, they recommend City Council approval to appoint Travis K. Hopkins to the position of Director of Public Works for the City of Huntington Beach effective December 15, 2007.

### **Strategic Plan Goal:**

C-2 The Public Works Director will play a key role in providing quality public services with the highest professional standards to meet the needs of the community.

### **Environmental Status:**

N/A

### **Attachment(s):**

City Clerk's Page Number	No.	Description
3	1.	Employment Agreement between the City of Huntington Beach and Travis K. Hopkins for the position of Director of Public Works
12	2.	Résumé of Travis K. Hopkins

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# ATTACHMENT #1

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**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND TRAVIS HOPKINS**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Travis Hopkins, subsequently called "Hopkins."

WITNESSETH

The City Administrator has been empowered to appoint and remove department heads, with approval of the City Council; and

The City, through the City Administrator, desires to employ the services of Hopkins as a department head, Director of Public Works of the City of Huntington Beach; and

It is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of Hopkins; and

It is the desire of the City to:

(1) Secure and retain the services of Hopkins and to provide inducement for him to remain in such employment;

(2) To provide a means for terminating Hopkins's service at such time as he may be unable fully to discharge his duties due to disability or when City may otherwise desire to terminate his employ; and

Hopkins desires to accept employment as Director of Public Works of the City;

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

**SECTION 1. DUTIES.** City agrees to employ Hopkins as Director of Public Works of the City to perform the functions and duties of that office as set forth in the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other legally permissible duties and functions as the City Administrator shall from time to time assign. Hopkins shall

devote his full attention and effort to the office and perform the mentioned duties and functions in a professional manner.

## **SECTION 2. STATUS AND TERM.**

(a) Hopkins shall serve for an indefinite term at the pleasure of the City Administrator and shall be considered an at-will employee of the City.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to terminate the employment of Hopkins at any time, subject only to the provisions set forth in Section 6, paragraphs (a), (b) and (c) of this Agreement, and Section 401 of the Charter of the City of Huntington Beach.

(c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Hopkins to resign at any time from his position with the City, subject only to the provisions set forth in Section 6, paragraph (d), of this Agreement.

(d) Hopkins agrees to remain in the exclusive employ of City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the City Administrator until notice of resignation is given.

The term "employed" (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self employment, however, shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Hopkins's time off, and with the advance approval of the City Administrator.

(e) Hopkins agrees to enroll in an accredited Master's Degree program no later than September 30, 2008, and will subsequently demonstrate reasonable progress toward completion of his Master's Degree.

**SECTION 3. SALARY.** City agrees to pay Hopkins a base salary at the control point for Public Works Director (currently \$78.50 per hour) for his services rendered pursuant to this Agreement. Hopkins's base salary may be adjusted when necessary or convenient by the City Administrator within the salary range of the City's classification and compensation plan or resolutions or ordinances from time to time enacted that govern such compensation.

**SECTION 4. OTHER BENEFITS.** In addition to the foregoing benefits, Hopkins shall also receive all such other benefits that are generally applicable to nonassociated employees (department heads) hired after December 27, 1997, as set forth in Huntington Beach City Council Resolution No. 2007-8, entitled "A Resolution Of The City Council Of The City Of Huntington Beach Modifying Salary And Benefits For Non-Represented Employees," a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein. The benefits provided to Hopkins pursuant to this section may be modified by City from time to time, upon adoption of a successor resolution.

**SECTION 5. ADMINISTRATIVE LEAVE.** The City Administrator may place Hopkins on Administrative Leave with full pay and benefits at any time during the term of this Agreement.

**SECTION 6. TERMINATION AND SEVERANCE PAY.**

(a) Except as provided in subsection (b), in the event the City Administrator terminates the employment of Hopkins, and during such time that Hopkins is willing and able to perform his duties under this Agreement, then City shall pay to Hopkins a severance payment equal to salary payments which Hopkins would have been receiving over a twelve week period at Hopkins's current rate of pay in effect on the day prior to the date of termination. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time Hopkins secures health and medical insurance through attainment of comparable employment, the City shall maintain and pay for health, medical, disability, the continuation of retirement benefits and life insurance in such amounts and on such terms as have been received by Hopkins and Hopkins's dependents at the time of such termination; however, no other or additional benefits shall accrue during this ninety (90) calendar-day period.

(b)(1) Notwithstanding subsection (a) above, the following reasons shall constitute grounds to terminate the employment of Hopkins without severance pay:

(i) a willful breach of this agreement or the willful and repeated neglect by Hopkins to perform duties that he or she is required to perform;

- (ii) conviction of any criminal act relating to employment with City;
- (iii) conviction of a felony.

(2) Prior to the time that the City Administrator terminates Hopkins without severance pay for any of the reasons set forth in Section (b)(1) above, and only in that case, the City Administrator shall provide Hopkins with written notice of proposed termination which contains the reason and factual basis for such action. Within ten days of such notice, Hopkins may request an opportunity to respond to the reasons and factual basis provided by the City Administrator. If such a request to respond is made, the City Administrator shall conduct a meeting, which may be informal in nature, at which Hopkins may respond to the notice of proposed termination. At such meeting, Hopkins may be represented by an attorney of his choice and present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination. Subsequently, the decision of the City Administrator as to whether reasons set forth in Section (b)(1) exist or do not exist shall be final as between the parties.

(c) In the event City at any time during the term of this Agreement reduces the salary of Hopkins from its then current year level, except as part of an across-the-board reduction for all department heads of City, or in the event City refuses, following written notice, to extend to Hopkins any nonsalary benefit customarily available to all department heads, or in the event Hopkins resigns following a suggestion, whether formal or informal, by the City Administrator that he resign, then, in those events, Hopkins may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to extend or such suggestion of resignation within the meaning and context of the severance pay provision in paragraph (a) above; provided that such option to be deemed terminated must be exercised by written notice from Hopkins to the City Administrator within ten (10) working days of notification of such reduction, refusal to extend, or suggestion of resignation. In that event, the severance payment shall be calculated from the date Hopkins exercises the option to be deemed terminated.



(d) In the event Hopkins voluntarily resigns his position, Hopkins shall give City written notice at least sixty (60) days prior to the last workday, unless the City Administrator and Hopkins otherwise agree..

(e) It is understood that after notice of termination in any form, Hopkins and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

**SECTION 7. DISABILITY.** If Hopkins is totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, he or she shall be eligible for Disability Leave upon exhausting all accrued sick leave and vacation leave, and duty injury leave if applicable. Disability Leave shall be unpaid and shall be approved by the City Administrator for a time period of up to three (3) months. The length of such time period of the Disability Leave shall be dependent upon the length of the disability as demonstrated by Hopkins. If Hopkins is unable to return to work at that time, City shall have the option to terminate the employment of Hopkins, subject to the requirements imposed on City by Section 6, paragraph (a).

**SECTION 8. PERFORMANCE EVALUATION.** The City Administrator shall review and evaluate in writing the performance of Hopkins at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with Hopkins and the City Administrator. Those criteria may be added to or deleted from as the City Administrator may from time to time determine, in consultation with Hopkins.

**SECTION 9. PROFESSIONAL DEVELOPMENT.** City agrees to budget and pay for Hopkins's professional memberships as normally accorded to department heads. Hopkins shall also receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for his personal development and, in the judgment of the City Administrator, for the good of the City, and subject to budget limitations and to established travel policies and procedures.

**SECTION 10. FINANCIAL DISCLOSURE.** Hopkins shall report to the City Administrator any ownership interest in real property within the County of Orange, excluding personal residence. Also, Hopkins shall report to the City Administrator any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for City or from which City intends to make a purchase. Such reporting shall be made in writing by Hopkins to the City Administrator within ten (10) calendar days of the execution of this agreement and further within ten (10) calendar days of acquisition of that interest in real property. Additionally, Hopkins shall report in writing to the City Administrator any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for City or from whom City intends to make a purchase immediately upon notice of the intended work or purchase.

**SECTION 11. INDEMNIFICATION.** City shall defend and indemnify Hopkins against any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Hopkins's duties as an employee or officer of City, other than an action brought by City against Hopkins, or an action filed against City by Hopkins. In addition, City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of Hopkins should Hopkins be subject to such, should an action be pending after termination of Hopkins. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Hopkins, and pay the amount of any settlement or judgment rendered on that action. Hopkins shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

**SECTION 12. GENERAL PROVISIONS.**

- (a) The text here shall constitute the entire Agreement between the parties.
- (b) This Agreement shall become effective commencing \_\_\_\_\_, 200\_\_.
- (c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement,

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or any portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- (d) No amendment of this Agreement shall be effective unless in writing and signed by both parties here.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its City Administrator, and Hopkins has signed and executed this Agreement, both in duplicate, the day and year first above written.

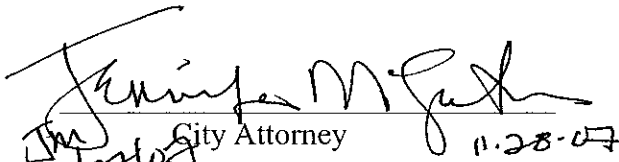
CITY:

HOPKINS:

\_\_\_\_\_  
City Administrator

  
Travis Hopkins

APPROVED AS TO FORM:

  
Jennifer M. Galt  
City Attorney 11.28.07

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TRAVIS HOPKINS**

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# **ATTACHMENT #2**

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# TRAVIS K. HOPKINS, P.E.

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## QUALIFICATIONS

- Fifteen Years of Progressively Responsible Public Works, Engineering, Construction, and Maintenance Experience.
- Achieved Professional Advancement in both Public and Private Sectors.
- Experience in Developing and Implementing Capital Improvement Programs.
- Excellent Technical and Administrative Skills Which Have Been Successfully Applied in a Full-Service Municipal Public Works Environment.
- State of California Registered Professional Engineer.

## EXPERIENCE

### *Public Works Department City of Huntington Beach, California*

Acting Director of Public Works-Engineering.....July 2007 to present  
City Engineer.....June 2006 to present

Responsible for the Engineering and Transportation Divisions of the Public Works Department. Directs and manages multiple sections including Capital Improvement Design, Water Engineering, Development Services, Construction, NPDES (Water Quality), Traffic Engineering and Maintenance.

Manages, administers and strategically plans the City's CIP program with budgets annually over \$40 million. This consists of street construction and rehabilitation, sewer facilities, sewer lift and storm drain pump stations, drainage and flood control infrastructure, potable water production, storage, transmission and distribution facilities, construction of new and the rehabilitation of existing public buildings. Responsible for the development division that coordinates private development civil engineering review, approval and entitlement process.

Coordinate and Advocate the City interests with Local and Regional Agencies including OCTA, Caltrans, RWQCB, OCSD, OCWD, California Transportation Commission, Army Corps of Engineers, California Department of Fish and Game, State Lands Commission, California Coastal Commission, Cities and other local environmental groups.

### *Public Works Department City of Placentia, California*

Director of Public Works/City Engineer/OnTrac Executive Director.....November 2004 to June 2006

Directed and managed the Public Works Department with a \$6 million budget and the OnTrac JPA with a \$10 million budget. Develop and implement department goals through supervision and goal setting for department staff. Represent the Public Works department at City Council meetings, the OnTrac Board, and other public meetings and present reports, staff recommendations, and answer questions as required. Responsible for all phases of capital improvement projects including environmental, property acquisition, project design, and project management. Supervise teams of both professionals and sub-professionals -- "in-house" and consultant -- in the completion of maintenance capital projects. Implemented a new sewer fee program and enacted a comprehensive sewer maintenance and capital improvement program. Prepared and implemented a new street sweeping program including staffing, required equipment, prepared public outreach program and presented to the City Council and public.

As Executive Director of the OnTrac Joint Powers Authority directed a wide range of railroad mitigation projects. During a turbulent political environment reorganized the OnTrac JPA including the selection of new consultants providing program management, state advocacy services and federal advocacy services. Stabilized the financial expenditures of the OnTrac JPA.

*Development Services Work Group  
City of Carson, California*

**Senior Civil Engineer.....January 2000 to November 2004**

Supervised departmental units including construction inspection, tree trimming, street maintenance, facility and equipment maintenance, as well as supervision and project management of citywide capital improvement projects. Responsible for the coordination of the city's \$120 million five-year Capital Improvement Plan. Developed integrated computer model for management and administration of capital project tracking and monitoring; completed RFP processes for the selection of tree trimming contractor, median maintenance contractor and traffic signal maintenance and control, prepared both capital and operational (\$6 million) budgets for division.

**Civil Engineering Associate/Assistant**

Responsible for the planning, design and construction management of assigned Capital Improvement Plan (CIP) projects including Street Overlay and Reconstruction, Street Slurry Seals, Street Cape Seal, Street Crack Seal, Concrete Reconstruction Project, Median Irrigation Maintenance Upgrade; prepare bids and specifications; maintain the City's pavement management system; prepare project budget and control reports; prepare staff reports and agenda items for General Manager, City Manager and City Council approval.

Responsible for the City's infrastructure inventory and updates; developed and maintained various GIS programs and data bases as necessary to support the public works and engineering programs; responsible for Public Works right-of-way permit inspection, including the supervision of inspectors, resolving any disputes with contractors, and working with utilities and oil companies to repair the streets after completion of work.

*Chicago Bridge & Iron Company  
Diamond Bar, California – Plainfield, Illinois – Aruba, Dutch Caribbean*

**Project Manager, Infrastructure.....June 1992 to January 2000**

Responsible for project planning and development of both public and private capital projects including mechanical engineering projects, petroleum storage tanks, cryogenic storage facilities and pipeline refineries; coordinated engineering, procurement, manufacturing, and field crew efforts with owner and subcontractors; reviewed client specifications to ensure quality assurance, specifications and cost controls; completed \$125 million in complex capital projects, within budget and to client satisfaction.

Selected by senior management to manage and oversee all assigned client projects in the Western Region, USA; on behalf of the company, traveled and resided in Caribbean in order to complete construction management of a major oil refinery and pump station for the island's water supply and services.

**EIT Design Engineer, Infrastructure**

Initially employed as a Field Engineer, responsible for site inspection, project layout and all engineering tasks at client sites; promoted to EIT Design Engineer in the Plate Structures Design Group, assigned the design of piping, tanks and ancillary support facilities; secured training in structural steel design, hydraulic flow and related mechanical components.

**LICENSES:** California Registered Civil Engineer - No. C 060560

**EDUCATION:** Bachelor of Science, Civil Engineering  
University of Idaho - Moscow, Idaho

**SKILLS/ACCOMPLISHMENTS:**

Eagle Scout  
Proficient in Microsoft Word, Excel, Office  
Training in Municipal Budgeting and Accounting  
Mainstar – Maintenance Management Program  
PMS+ - Pavement Management System

**PROFESSIONAL ASSOCIATIONS:**

American Society of Civil Engineers (ASCE)  
American Public Works Association (APWA)  
Tau Beta Pi – Engineering Honor Society